



**DALLAS COUNTY
RFQ 2007-082-2822**

**Request for Qualifications for
Inmate Phone Service Provider**

**Pre-Proposal Conference:
10:00 a.m.
Monday, April 23, 2007
Dallas County Administration Building
Commissioners Court
411 Elm Street, 1st Floor
Dallas, Texas 75202**

QUALIFICATIONS DUE:

**May 3, 2007 @ 2:00 P.M (CST)
Dallas County Purchasing Department
509 Main St., 6th Floor, Room 623
Dallas, Texas 75202**

INTRODUCTION

OVERVIEW

Dallas County is seeking qualifications for an Inmate Phone Service Provider. The County wishes to provide better service and lower costs to the user community based on current market standards, revenue generation and pricing.

INTENT

In an effort to standardize inmate telephone operations, reduce the telephone rates and generate revenue, it is Dallas County's intent to enter into a contract with a vendor deemed qualified and offering Dallas County the best value for rates, services and system functionality with respect to its Inmate Phone Service ("IPS"). Vendors with at least three (3) years of business/corporate experience within the last five (5) years specifically providing telephone services through multiple sites in a correctional or other security/law enforcement setting are encouraged to respond. Services desired include a turn-key; fully operational; local, long distance and international; secure and reliable telephone system meeting specified restriction and monitoring requirements. The service is desired inclusive of all equipment including inmate telephones, coin-operated telephones, monitoring terminals, internet access and other related services.

BACKGROUND/GENERAL INFORMATION

In the 2006 Calendar Year, Dallas County had a daily average inmate population of seven thousand one hundred and seventy three (7,173) housed in the facilities reflected at Attachment 1. The County makes inmate phone service available in these facilities. There are approximately 1,100 inmate phones installed in these facilities. Additionally, the County has fifty (50) coin operated public phones located at facilities through out the County (see attachment 2). These phones are included in the inmate phone contracts. Current services are provided through a contract with AT&T for local services and MCI Communications/Verizon for long distance services.

Below is a table that reflects call data for the 2006 calendar year. Please note that all calls are limited to a maximum of 15 minutes. Call data for coin-operated calls is not available.

	Calls Placed	Average Call Time	Total Call Minutes
Local Service	1,236,907	11 minutes	13,531,539
InterLATA/IntraState	47,769	9 minutes	460,152
InterLATA/InterState	43,662	8 minutes	369,905
International Calls	9,711	9 minutes	88,407

This data may be updated during the evaluation process and provided to all respondents still participating in the process at that time.

STATEMENT OF NEED/SERVICES SOUGHT

Inmate Phone Service (IPS) as contemplated in this Request for Qualifications (RFQ) includes the service, system design, equipment, installation, training, operation and ongoing repairs and maintenance of the system and its components which shall be provided at no cost to Dallas County. The service to be negotiated through this RFQ shall meet any minimum requirements set forth in Section 2, Statement of Services Sought and shall include, but not be limited to provision of the following:

- a comprehensive Inmate Phone Service that will allow for collect and prepaid calls for local, interlata, intralata, intrastate, interstate and international calls and local telephone exchange service.
- a technology system, which includes, but is not limited to system infrastructure, network, database, servers, new call processors, digital and analog communications circuits telecommunications capabilities, monitoring, and other required system functionality as specified in Section 2 of this RFQ to support the inmate and pay phone telephone service;
- installation of new/refurbished to like new telephone instruments (equipment) at all identified facilities including the required number of instruments and any required station cabling as determined necessary;
- systems and equipment that support Dallas County's call monitoring/security needs, including terminals, and digital recording equipment as determined necessary;
- creation of a centralized database which shall contain all data elements necessary for provision of monitoring services, reporting and historical call transaction information;
- any value-added service features not specifically outlined within
- contractor personnel to perform oversight, administration, operational assistance and maintenance and repair to the IPS system and equipment;
- ongoing maintenance, repair, and/or replacement and/or upgrades of all equipment, systems and software as determined necessary to ensure service delivery;
- all required training and instructional materials required for use of the telephone services as applicable to inmates, families, and/or County staff; and
- all related support services not otherwise indicated herein.

FACILITIES TO BE PROVIDED SERVICES/ADDITIONS AND DELETIONS

The facilities to be included under this Contract are indicated at Attachment 1. One of these, the Old Jail, is currently not populated and another, the South Tower is under construction. Completion is anticipated in late 2008 or early 2009 and this facility will replace the Decker and Suzzane Kays facilities.

Add/Delete Institutions/Facilities: Dallas County reserves the right to add or delete facilities or to require the Contractor to increase or decrease the amount of equipment utilized in the IPS including dedicated monitoring terminals, inmate telephones or coin telephones (as applicable) that are required under the Contract upon thirty (30) days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment. The installation of this equipment shall be at no cost to Dallas County.

When a new facility is opened by Dallas County, Dallas County will determine (in consultation with the Contractor) a schedule for installation of services and equipment at that location to ensure service as soon as practical at the new site.

PRE-PROPOSAL CONFERENCE

The County has scheduled a pre-proposal conference to be held in the on **Monday, April 23, 2007 at 10:00 a.m. in the Commissioners Courtroom – 411 Elm Street, 1st Floor, Dallas, Texas 75202.**

The County will hold one pre-proposal conference as detailed in this document. Attendance at the pre-proposal conference is encouraged but is not mandatory. The purpose of this conference is to outline the scope of work and give potential Proposers an opportunity to ask questions and obtain clarification regarding any aspect of the RFQ.

QUESTIONS

Initial questions are to be submitted, in writing, to Linda Boles by **2:00 p.m., April 18, 2007.** These questions will be addressed during the pre-proposal conference.

Firms will be required to submit, in writing, any **additional questions** presented at the pre-proposal and/or after the conference. Any/all additional questions must be received **by 2:00 p.m. (CST), April 25, 2007.** All questions and responses will be posted to the County's website in the manner as previously stated herein. Dallas County reserves the right to reject/not respond to any questions received after the April 25, 2007 deadline date.

RFQ RESPONSE DUE DATE

Unless otherwise posted, all Proposals to this RFQ will be due at **2 p.m. (CST) on Monday, May 3, 2007.** Offers will not be accepted after the due date and time specified and will be returned unopened.

COMMUNICATIONS REGARDING THE RFQ

All questions regarding this RFQ are to be submitted, in writing, to Linda Boles, Purchasing Supervisor, via e-mail to lboles@dallascounty.org or by fax to (214) 653-7449 or via mail to Dallas County Purchasing, 509 Main Street Room 623 Dallas, Texas, 75202.

All questions, comments and requests for clarification must reference the RFQ number on all correspondence to Dallas County. Any oral communications shall be considered unofficial and non-binding.

Only written responses to written communication shall be considered official and binding upon the County. The County reserves the right, at its sole discretion, to determine appropriate and adequate responses to the written comments, questions, and requests for clarification.

All addendums and/or any other correspondence (general information, question and responses) to this RFQ will be made available exclusively through the Dallas County website for retrieval. Vendors are solely responsible for frequently checking this website for updates to this RFQ. Addendums to this RFQ can be located at the following web address: <http://www.dallascounty.org/departments/purchasing/currentbids.html>

(go to the appropriate RFQ #, click on the appropriate hyperlink for viewing and/or downloading.)

Upon release of the proposal, firms and their employees of related companies as well as paid or unpaid personnel acting on their behalf shall not contact or participate in any type of contact with County employees, including elected officials. Such contact may result in the vendor being disqualified. All contact must be coordinated through Linda Boles, Purchasing Supervisor, for this procurement.

LEGAL AUTHORITY

The County of Dallas Texas ("Dallas County" or the "County") is soliciting Offers of High Technology purchases as authorized in the State of Texas Local Government Code 262. The County desires a service solution that will not only meet its minimum requirements, but will offer the County the most functionality within its budgetary limitations. The RFQ, in accordance with State of Texas guidelines, provides for a negotiated procurement to obtain the "best value" for the County based on criteria defined herein. All information will be kept confidential until a contract is formally executed or the RFQ is cancelled.

SPECIFIC REQUIREMENTS

REGULATORY REQUIREMENTS

The Contractor shall adhere to any and all municipal, state or federal requirements for IPS installation, certification, training or registration during the life of the Contract. Failure to comply with present and future municipal, state or federal requirements will result in termination of the contract with the Contractor and the payment by Contractor of any application fees, penalties, fines or other costs or monetary payment assessed against or incurred by Dallas County for violation of such requirements.

The Contractor shall be responsible for compliance with all regulatory requirements imposed by local, state and federal regulatory agencies for all IPS and related services provided throughout the duration of the Contract.

The Contractor shall be responsible for making all IPS modifications necessary to allow inmates to place calls in compliance with any industry dialing requirement change(s) at no cost to the County and within a time frame agreed to by Dallas County, to ensure proper use of the IPS by inmates and Department personnel.

The Contractor shall keep all call processing and call rating information current. This information shall include, but not be limited to, local exchanges, area codes, country codes and any other information necessary to accurately process and rate calls.

The Contractor shall be responsible for complying with and updating the IPS for any regulatory changes and requirements during the life of the Contract. These regulatory changes include federal, state or local municipal modifications. These changes shall be made within a time frame agreed to by Dallas County and at no cost to Dallas County.

The Contractor shall ensure that the IPS provides telephone reception quality meeting all industry standards for service quality.

The Contractor shall ensure that all IPS work and materials comply with all local, county, state and federal laws, rules, ordinances and regulations as well as with any directive provided by inspectors appointed by proper authorities having jurisdiction at each County facility. Should violation of codes, laws or statutes occur relating to this IPS project, the selected Contractor shall correct the situation at no cost to Dallas County, including payment of any fines or penalties associated with the violation.

INMATE TELEPHONE SYSTEM FUNCTIONALITY

Dallas County is seeking an inmate phone system (IPS) that has a technology system that is fully supported by an infrastructure which has the capability to provide specific services as outlined in this RFQ. In addition, the system should include redundant system(s) as necessary, a continuity of operations plan, and a disaster recovery plan that will ensure the system and services will be available without disruption at the required service levels.

The Contractor shall provide complete support of all systems and software necessary to ensure provision of services at all times for the duration of the resulting contract. In addition, the Contractor shall monitor changes to associated interfaced system and accommodate changes in their systems as needed to continue operations of the services and system as specified herein.

All technical specifications and system requirements shall meet or exceed industry standards and shall be in proper working order, clean and free from defects of features affecting appearance, serviceability or the safety of the authorized user in normal intended use, unless otherwise required herein.

EQUIPMENT REQUIREMENTS

Throughout the term of the Contract, the Contractor shall own all systems and equipment (Monitoring/Recording Terminals, Inmate Telephone Stations, TDD/TTY devices, Coin-Operated Telephone Stations, etc.) and shall conduct all maintenance, repairs, upgrades and replacement to systems and equipment at no cost to Dallas County.

The facility location of equipment currently required to be installed at County facilities is listed at attachments 1 (inmate phones) and 2 (coin operated phones). These telephones will be replaced on a one for one basis. Twenty (20) additional phones will be required in the negative pressure cells of the Lew Sterrett Justice Center in the North and West Towers.

The number of required inmate telephone stations, coin operated telephones TDD/TTY devices and monitoring/recording stations may be increased or decreased during the term of the Contract upon the request of Dallas County at no additional cost to Dallas County. All decisions on number, placement, location, etc. regarding the inmate telephone stations, coin operated telephones and monitoring/recording terminals shall be made by Dallas County.

SOFTWARE REQUIREMENTS

The Contractor shall provide all software required to support the inmate telephone system. Such software shall always be the latest general release of the software including software for all equipment and monitoring terminals utilized in service delivery. Any software necessary for County interface shall be provided at the expense of the Contractor, with no licensing fee to the County. Any subsequent upgrades to this software will be provided at no cost to the County.

All software must be compatible with a minimum of a Windows XP operating system and must operate with Internet Explorer version 5.5 at a minimum.

The Contractor shall provide all required software enhancements/upgrades to the system inclusive of service delivery. Beta and Field Tested Software shall not be provided unless specifically approved by Dallas County. Prior to any software upgrades or enhancements, the Contractor shall discuss the software benefits with Dallas County and proceed only with written approval.

SYSTEM VOICE QUALITY AND GRADE OF SERVICE REQUIREMENTS

The Contractor shall provide a system that provides quality of voice connections that meet or exceed appropriate industry standards in the United States and standards enacted by appropriate industry agencies or other organizations for transmitted and received levels, noise, cross talk and frequency range(s). The Contractor must ensure a high voice quality free of noise and distortion. The Contractor shall accept Dallas County's decision regarding determination of quality.

The voice quality level referenced above shall be in place for all telephone services at all stages of a call and shall not be affected by any other system feature, function or capability.

SYSTEM TESTING

Upon contract execution, the Contractor shall provide a complete and comprehensive functional test plan to assure Dallas County of the system's readiness to accept inmate calling traffic. This test plan shall include a checklist of items to be performed by the Contractor's implementation team and verified by Dallas County's staff.

SYSTEM ACCEPTANCE

Upon contract execution, the Contractor shall provide a complete and comprehensive acceptance plan for the system at each County facility. System acceptance shall be determined by a consecutive thirty (30) day period during which the system must function "error free" after installation. The Contractor shall work with Dallas County to determine the actual definition of "error free" operation. Failure of the system to meet mutually agreed upon acceptance criteria for more than thirty (30) consecutive days may result in a request for replacement by Dallas County for that particular system component.

SYSTEM DOCUMENTATION

At the completion of the implementation/installation, the Contractor shall provide to each County facility and to a designated County official a complete set of service reference manuals that shall include information specific to the installation at the respective facility.

In addition, after installation at each respective institution, the Contractor shall supply each facility and to a designated County official documentation containing service request contact numbers, instructions on reporting and escalation procedures.

Rate and Call Charge Requirements

Each Contractor qualified during Phase 1 will receive cost information from the County. This will consist of the rates which the County desires to be implemented.

LITIGATION-RELATED TESTIMONY

The Contractor acknowledges and agrees that many times, the recorded telephone conversations of inmates are used as evidence in criminal or facility violation investigations and as such, the Contractor may receive written/verbal requests to provide testimony regarding monitoring equipment, system specifications, and the accuracy and reliability of the system's recorded telephone data.

The Contractor shall ensure that qualified personnel are available to provide such expert testimony and those personnel respond timely and/or appear as stipulated in the request and/or legal subpoena. The contractor shall immediately notify the designated County official upon receipt of County-related subpoenas.

RFQ PROCESS

EVALUATION CRITERIA

A County evaluation team will evaluate the information provided by the proposing firms in response to the criteria established herein. The award of the contract shall be made to the responsible offeror whose proposal is determined to be the best evaluated offer resulting from negotiations, taking into consideration the relative importance of price and other evaluation factors set forth in the request for proposals as determined by the Commissioners Court. Award of contract will be made in the best interest of the County and shall, therefore, be considered final.

The following weighted criteria will be considered:

	Criteria	Allotted Points
I.	Company Profile (including but not limited to: financial stability, references, resumes, subcontractors, years of experience in similar fields)	20
II.	System Functionality (Technical/Approach)	45
III.	Transition/Implementation Plan and Timeline	20
IV.	M/WBE Compliance	15
	a. Certified NCTRCA Prime Contractor (6)	
	b. Utilization of certified sub-contractors (6)	
	c. EEO policy compliance (3)	
	Total	100

Proposing firms are responsible for submitting all relevant, factual, and correct information for evaluation of the above criteria with their proposal. The evaluation committee will evaluate and score each proposal based on the data submitted.

SELECTION PROCESS

Step One: Proposals will be evaluated by a review panel consisting of representatives from the following Dallas County departments: Communication & Central Services, Budget, Sheriff, Commissioners Court and Purchasing. The County's M/WBE Coordinator will solely score Section IV (M/WBE Participation/Documents). For clarification purposes, additional information may be obtained from some or all of the responding firms. The committee will submit a recommendation to the Commissioners Court identifying the firms scored susceptible of advancing to Step Two of the RFQ process. Firms obtaining a consolidated/overall rating of 70 or above based on the aforementioned rating criteria will be determined susceptible by the committee and recommended for advancement to Step Two of the RFQ process.

Step Two: Upon direction/approval of the Commissioners Court, identified firms will enter into Step Two of the RFQ process, which will consist of but not necessarily limited to: rate/revenue considerations, interview/system demonstrations and contract compliance. Upon conclusion, the Commissioners Court will be briefed on the committee's conclusion of the firm(s) voted most susceptible for award and authorization to proceed to Step Three of the RFQ process.

Step Three: Upon formal approval to proceed, staff will proceed with entering into Step Three of the RFQ process with the identified short listed firms. This step of the process will involve Best and Final Offerors (BAFOs) and contract negotiations. During this step, firms may have the opportunity to offer and the County may accept revisions to their originally submitted proposal. While the BAFO will, to a degree, be tailored to individual firms, care will be taken to ensure that all firms remain on the same competitive level and are proposing, substantially and materially, the same conditions and requirements.

Upon conclusion of this phase, the committee will submit an award recommendation to the Commissioners Court on the firm evaluated to be most qualified and offering the best value to Dallas County. Upon formal approval, a contract will be formally drafted and entered into with the selected firm.

In the event that the County cannot reach agreement with the selected firm by negotiation of a contract, the County may formally end negotiations (by written notification to the selected firm). The County shall have the right, but not the obligation, to sequentially negotiate with the next most-qualified firm and will continue in this manner until either a contract is awarded or this Request for Qualifications is canceled.

Upon completion of negotiations, the results will be reduced to a written contract for the services to be rendered. Such contract may contain additional requirements from the County. All necessary contract documents will be prepared by the County District Attorney's Office or other counsel representing the County and will be tailored specifically for this project. No contract shall be binding on County until it has been approved as to form by the District Attorney or other authorized counsel representing the County and executed by the Dallas County Commissioners Court.

Dallas County will not be liable for, nor will it pay for, any amount of work commenced prior to the approval of the contract by the Dallas County Commissioners Court.

The County has the sole authority to reject any/or all RFQ's and to waive any minor irregularities as deemed in the best interest of the County.

All communications will be handled directly with the respective proposing firm(s) and closed to outside third parties and other proposing firms.

All firms will be accorded fair and equal treatment.

DISQUALIFIED OFFERS

Offers submitted via fax submission will not be accepted. Offers submitted other than as specified in this RFQ may not be considered. Offers submitted after due date and time will not be considered.

RFQ RESPONSE SUBMISSION REQUIREMENTS

Submit completed response(s) to:
 Dallas County Purchasing Department
 Attn: Linda Boles, Purchasing Supervisor
 509 Main Street, Room 623 Records Building
 Dallas, TX 75202

One (1) original and seven (7) copies sealed proposals shall be delivered by 2:00 P.M. (CST) on May 3, 2007 and shall be clearly marked "REQUEST FOR QUALIFICATIONS NO. 2007-082-2822, INMATE PHONE SERVICE PROVIDER" on the outside of the package.

Proposals will not be accepted after the due date and time. The County is not responsible for sealing proposals, unmarked/improperly marked proposals or Proposals delivered to any other location.

RFQ SUBMITTALS

This section prescribes the format in which the responses are to be submitted. There is no intent to limit the content of the responses. Additional information deemed appropriate by the Respondent may be included, but must be placed within the relevant section. Additional tabs beyond those designated in this section will not be evaluated. The following paragraphs contain instructions that describe the required format for responses. Responses shall be limited to a page size of eight and one-half by eleven inches (8.5" x 11"). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire response. All pages shall be single sided and sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

All responses must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Mandatory Requirements"), such that the evaluation Committee can easily turn to "Tabbed" sections during the evaluation process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to evaluate the response.

The following categories represent the minimum required information. Any additional information that highlights the firm's qualifications is highly encouraged.

CATEGORY I: COMPANY PROFILE

The following details of the Respondent's qualifications and experience to perform the services sought through this Request for Qualifications shall be provided in narrative form and in sufficient detail that the County is able to judge IPS complexity and relevance. Specifically:

A. Business/Corporate Experience

- 1) Provide a description of Respondent's corporate purpose and approach as it pertains to inmate telephone services or other services similar to those sought in this Request for Qualifications.
- 2) Provide the Respondent's business plan and administrative structure. Describe the Respondent's organizational structure, depicting clear lines of authority.
- 3) Identify no less than five (5) or more than ten (10) current and/or past (within five (5) years) contracts for the provision of services similar to those identified in this RFQ that fully demonstrate/illustrate that the Respondent has the experience and ability to completely and timely perform all services contemplated by this RFQ. This information should include the number of inmate phones covered by the contract and must reflect 500 phones or more to constitute qualification.
- 4) Provide a narrative summary of contract performance in the above-identified contracts, including any major adverse findings.
- 5) Provide the name and current telephone number and address for the specified contract manager for each identified contract.
- 6) Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- 7) Provide information indicating whether the Respondent intends to provide 100% of services directly or intends to utilize subcontractors and if so, provide identification of all subcontractors delivering service delivery. Include a statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by percentage of the total contract.

B. Business/Corporate Entity Details (include the following information on Respondent and each subcontractor (if subcontracting is indicated);

- 1) Date established
- 2) Ownership (public company, partnership, subsidiary, etc.)
- 3) Primary type of Business
- 4) Total number of employee
- 5) Indication of type of business (i.e. corporation, sole proprietorship, partnership). If the respondent is a corporation, indicate the date and state of incorporation. State the length of time the respondent has been in the inmate phone business.
- 6) Provide list of all officers of the firm indicating the percentages of ownership of each officer, and the name of the Board of Directors, if applicable.

- 7) Provide the Federal tax identification number or social security number, as applicable to the legal entity that will be performing as the Primary Contractor under any resulting Contract.

C. Organizational Chart

- 1) Respondent shall provide an organization chart outlining the hierarchy of key contract personnel assigned under this RFQ.
- 2) Provide biographies or curriculum vitae and qualifications of the IPS System Administrator to be assigned to the contract. Such information shall demonstrate the required experience in provision of telephone services in a correctional or law enforcement environment. In addition, provide general job descriptions outlining the duties and responsibilities of the Field Repair/Site Technician and Service Representatives to be utilized to perform service tasks. Job descriptions should include specific job functions and minimum qualifications of the identified position(s).

D. Financial Capability

- 1) Provide the most recently issued audited financial statement (or if un-audited, reviewed in accordance with standards issued by the American Institute of Certified Public Accountant.) All statements shall include the following information:
 - a) Auditor's Report
 - b) Balance Sheet
 - c) Statement of Income
 - d) Statement of Retained Earnings
 - e) Statement of Cash Flow
 - f) Notes to financial statement
 - g) Any written management letter issued by the Auditor to the Respondent's management, its Board of Directors, or the Audit Committee, or , if no management letter was written, a letter from the Auditor, stating that there was no management letter written and that there were no material weaknesses in internal control or other reportable conditions.
- 2) If the year end of the most recent completed audit (or review) is earlier than nine (9) months prior to the issuance date of this RFQ, then the most recent unaudited financial statement (consisting of items b, c, d, e and f above) shall also be provided by the respondent in addition to the audited statement required in Section 3.3.1.1. The unaudited financial data will be averaged with the recent fiscal year audited (or reviewed) financial statement data, in evaluating financial capability. Unaudited financial statements shall have been completed within the last six months prior to the release of the RFQ and shall be certified as accurate by the signature of the respondent's CEO or CFO.
- 3) If relying on financial documentation of a parent corporation, the Respondent shall provide an original signed letter of commitment from the parent corporation's executive who is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

- 4) If the respondent is a sole proprietor or non-corporate entity, bidder shall provide financial documentation that is sufficient for an independent CPA to evaluate financial capability including applicable bank and credit statements, income tax returns and other documents.

NOTE: The County acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the respondent is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then unaudited statements or other financial documentation sufficient to provide the same information as is generally contained in an audited statement, and as required below, shall be provided. The County also acknowledges that a respondent may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the respondent has the financial capability of performing the contract to be issued pursuant to this RFQ. The respondent MUST provide financial documentation sufficient to demonstrate such capability including wherever possible, financial information specific to the bidder itself. All documentation provided should be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

- 5) The Respondent should have a Dun & Bradstreet credit-worthiness summary indicating scores of between 1 and 3, or low to moderate, on all categories rated in regard to creditworthiness. The respondent shall provide the name for the entity that will be performing as the contractor. If the respondent is relying upon the creditworthiness of a parent corporation, to qualify under this criterion, the respondent shall also provide the name for the parent corporation. If relying on the Dun & Bradstreet rating of a parent corporation, the respondent shall provide an original signed letter of commitment from the parent corporation's executive that is legally authorized to bind that parent corporation, certifying that the parent corporation is 100% financially responsible for respondent's performance of the contract.

E. References

- 1) The Respondent shall furnish a minimum of five (5) business/corporate references to support Respondent's stated Business/Corporate Experience. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFQ. Reference(s) shall identify the type of services provided by the Respondent, dates of service provision, the firm/agency name of the entity for which the services were provided, and the current telephone number and address of the reference. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the RFQ (i.e., 500 or more phones). The County reserves the right to contact reference sources not listed in the response.

F. Contact for Contract Administration

- 1) The Respondent shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFQ and supply the following information:
NAME:
TITLE:
COMPANY NAME:
ADDRESS:
TELEPHONE NUMBER:
FAX NUMBER:
E-MAIL ADDRESS:

CATEGORY II: SYSTEM FUNCTIONALITY, TECHNICAL COMPLIANCE AND APPROACH

Inmate Phone Service (IPS) as contemplated in this RFQ includes the service, system design, infrastructure and network, equipment, installation, training, operation and ongoing repairs and maintenance of the system and IPS components which best meet Dallas County's desired service levels set forth in the Statement of Services Sought.

Dallas County has prepared a matrix of system functionality and technical requirements. Respondents shall complete this matrix. The evaluation committee will review the information provided in this matrix to evaluate the qualifications of each Respondent.

CATEGORY III: TRANSITION/IMPLEMENTATION PLAN AND TIMELINE

Respondents are to submit an estimated implementation plan and transition date schedule. The plan shall be designed to provide seamless transition with minimal interruption of telephone services to inmates. The plan/schedule shall include a detailed explanation of the following items:

- 1) Procedures for transition of service/equipment from the existing IPS to the new IPS to include assignment of PINS and updating of calling lists for current inmates.
- 2) Times when telephone instruments will be operational identifying possible "down time"
- 3) Service coordination requirements between the Contractor and Local Exchange Companies (LEC's)
- 4) Any software programming and preparation for installation of system and equipment, as required
- 5) Responsibilities required of Dallas County during implementation

CATEGORY IV: MINORITY/WOMEN OWNED BUSINESS COMPLIANCE

All firms are to complete the M/WBE information forms with their response. Any questions regarding these forms are to be directed to Ms. Leffie Crawford, Minority Business Coordinator for Dallas County, at 214 653-6018.

NOTE: RATE AND CALL CHARGE REQUIREMENTS

No pricing is to be submitted during Step 1 of the RFQ process.

GENERAL REQUIREMENTS

AMBIGUITY, CONFLICT, OR OTHER ERRORS IN RFQ

If a Firm discovers any ambiguity, conflict, discrepancy, omission or other error in the RFQ, he shall immediately notify the County of such error in writing and request modification or clarification of the document. Any modification made to this RFQ will be issued as an addendum. Written notice will be given to all parties who have been furnished with the RFQ without divulging the source of the request for it.

If a Firm fails to notify the County prior to the date and time fixed for submission of Offers of an error or ambiguity in the RFQ known to him, or an error or ambiguity that reasonably should have been known to him, he shall not be entitled to additional time by reason of the error/ambiguity or its late resolution.

The County may also modify the RFQ prior to the date and time fixed for submission of Offers by issuance/posting of an addendum. All addenda will be numbered consecutively beginning with 1.

PROPOSAL PREPARATION COST

Dallas County shall not be responsible or liable for any costs associated with the preparation, submittal, presentation, or other costs incurred by participating in this procurement process.
Signature of Offer

An individual who is authorized to bind the Firm contractually shall sign a transmittal letter, which shall be considered an integral part of the Offer. If the Firm is a corporation, the legal name of the corporation shall be provided together with the signature of the officer or officers authorized to sign on behalf of the corporation.

COUNTY'S COMMITMENT

This RFQ is not a commitment by the County to fund any development, to lease or purchase any equipment, products, services or any other materials from any Offeror. The County will not be liable for any direct or indirect costs that any Offeror may incur in the preparation or production of a response to this RFQ, or for any subsequent sales, due diligence, or negotiation costs.

The County reserves the right at its sole and exclusive discretion to cancel the selection process at any time, add, modify, or delete any items in this RFQ, negotiate additional items to be included in the Offer response or delete items from such response, or to award all or part of the services to one or more Offeror.

The materials and information included in this RFQ are intended to assist the Offeror in the formulation of responses. The County's desire is to provide the Offeror with relevant information known at the time of the production of this RFQ. However, the County makes no representation as to the accuracy and completeness of such materials and information. The Offeror understands and agrees that the County nor any of its agents, advisors, or representatives make any representation as to the accuracy and completeness of such materials and information and shall have no liability to the Offeror resulting from the use of said materials and information.

The County shall not be bound by any language in the Offeror's bid indicating confidentiality or any other restriction on its' use or disclosure.

ECONOMY OF PRESENTATION

Proposals are not to contain promotional or display materials, except as they may directly answer, in whole or in part, questions contained in the RFQ. Such exhibits shall be clearly marked with the applicable reference number of the questions in the RFQ. Proposals must address the requirements since the RFQ must be answered concisely and clearly. Proposals that do not address each criterion may be rejected and not considered.

OFFER OBLIGATION

The contents of the Proposal and any clarification/negotiation thereto submitted by the successful Firm shall become part of the contractual obligation and incorporated by reference into the ensuing contract.

IMPLIED REQUIREMENTS

Products and services not specifically mentioned in this RFQ, but which are necessary to provide the functional capabilities described by the Firm, shall be included in the Proposal.

COMPLIANCE WITH RFO SPECIFICATIONS

It is intended that this RFQ describe the requirements and response format in sufficient detail to secure comparable Offers. The Firm's response must coincide with the format of the RFQ.

WITHDRAWAL OF PROPOSAL

A proposing Firm may withdraw their Proposal by submitting a written request for its withdrawal, such request having the signature of an authorized company representative, to the County Procurement Coordinator at any time prior to the submission deadline. The Firm may thereafter submit a new Proposal prior to the deadline. Modifications offered after the deadline and before the BAFO process will not be considered.

STATUS/DISCLOSURE OF PROPOSAL

All submitted Proposals become the property of the County and will not be returned to the proposing Firm.

The content of all RFQ's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFQ deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

All Proposal information, including detail price and cost information, shall be held in confidence until a contract is formally executed and/or the RFQ is cancelled. Upon award, the Proposals and associated materials shall be open for review by the public in accordance with The Texas Open Records Act. By submitting a Proposal, the proposing Firm acknowledges and accepts that the full contents of the Proposal and associated documents shall become open to public inspection. The County will uphold the confidentiality of Vendor trade secrets to the extent allotted by law. All confidential information and trade secrets must be clearly identified and separated, by the Firm prior to submission of the Offer.

CONTRACTUAL DEVELOPMENT

The contents of the RFQ and selected Firm's proposal will become an integral part of the contract but may be modified by provisions of the contract as negotiated. Therefore, the proposing Firm must be amenable to inclusion in a contract of any information provided (in writing) either in response to this RFQ or subsequently during the selection process.

EXPENSE AND FEE REQUIREMENTS

The Firm shall be responsible for payment of expenses and fees associated with the Performance of this agreement, including but not be limited to: wages, salaries, labor, services, materials, supplies, transportation, communications, licensing and inspection, taxes, insurance, bonds, etc.

Dallas County will pay based on the negotiations rates determined in the contract with units to be determined upon task assignment and may include additional rates for work outside the scope of the contract. All fees are to include all travel and other expenses for performing the contract.

INDEMNIFICATION

The Vendor agrees that it will protect, defend, indemnify, and save whole and harmless the County and all of its officers, agents, and employees from and against all claims, demands, causes or action, damages, judgments, loss and expenses, including attorney's fees, of whatsoever nature, character, or description that any person or entity has or may have arising from or on account of any injuries or damages (including but not restricted to death) received or sustained by any person, persons, or property, on account of, arising out of, or in connection with the performance of the work, including without limiting the generality of the foregoing, any negligent act or omission of the Vendor or any agent, servant, employee or sub-contractor of the Vendor in the execution or performance of this Contract. Vendor further agrees to protect, indemnify and hold County harmless against and from any and all claims and against and from any and all loss, cost, damage, judgments or expense, including attorney's fees arising out the breach of any of the requirements and provisions of this contract of any failure of Vendor, its employees, officers, agents, contractors, invitees, or assigns in any respect to comply with and perform all the requirements and provisions hereof.

COLLUSION

The successful Vendor may be required to provide an affidavit that he has not conspired with other potential suppliers in any manner to attempt to control competitive pricing. This paragraph does not however, preclude two or more suppliers of certain parts of the requirements from presenting a combined or joint Offer for the purpose of providing a complete Offer.

PERFORMANCE BOND

In accordance with Chapter 2253.01 of the Texas Local Government Code and upon execution of negotiated contract the awarded firm will submit a good and sufficient Performance Bond in an amount equal to 100 percent of the approximate total amount of the Contract, as evidenced by the negotiated contract value, or otherwise guaranteeing the full and faithful execution of the Work and performance of the Contract in accordance with the Plans, Specifications and Contract Documents, including any extensions thereof, for the protection of Dallas County.

This bond shall provide for the repair and for maintenance attendant thereto, of all defects due to faulty materials, workmanship, defects, and failures that may appear within a period of one year from the date of completion and acceptance of the Work by the Commissioners Court.

In the event the contract is prematurely terminated due to non-performance and/or contractor request, Dallas County reserves the right to act on the performance bond and/or seek monetary restitution. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Contractor.

Bonds shall be executed by a duly authorized surety company satisfactory to Dallas County. Dallas County will accept only those bonds executed by those surety companies listed in Circular 570 "Surety Companies Acceptable on Federal Bonds published in the Federal Register, U.S. Department of the Treasury.

No sureties will be accepted by Dallas County who are now in default or delinquent on any bonds or who are interested in any litigation against Dallas County. All bonds shall be executed by corporate surety authorized to do business in the State of Texas.

Each bond shall be executed by the Contractor and the Surety. Each surety shall designate an agent resident in the State of Texas to whom any requisite notices may be delivered and on whom service of process may be had in matters arising out of such surety ship.

All bonds shall be delivered to the Dallas County Purchasing Department, c/o Linda Boles, 509 Main Street, Room 623, Dallas, Texas 75202, within 30 days after award of the contract.

Dallas County will disburse no payments for goods and or services provided unless a good and sufficient bond is on file with the County.

MONETARY RESTITUTION

In the event the contract is prematurely terminated due to non-performance and/or withdrawal by the Vendor, Dallas County reserves the right to seek monetary restitution (to include but not limited to; withholding of monies owed) from the Vendor to cover costs for interim services and/or to cover the difference of a higher cost (difference between termination Vendor's rate and new company's rate) beginning the date of Vendor's termination through the contract expiration date. In the event civil suit is filed to enforce this provision, Dallas County will seek its attorney's fees and cost of suit from the Vendor.

FINANCIAL INTEREST

No official or employee shall have any financial interest, direct or indirect, in any contract with the County or be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies or services, except on behalf of the County as an official or employee. Any violation of this section, with knowledge, express or implied, of the person or corporation contracting with the County shall render the contract involved voidable by the Commissioners Court of the County. It is the responsibility of the Bidder during all phases of the procurement process to notify the County in writing of any potential conflict of interest.

LITIGATION

Any Firm who is currently involved, either directly or indirectly with any litigation against or involving the County, which, as determined by the Commissioners Court, may not be in the best interest of the County may be disqualified and/or not considered for an award.

RIGHT TO REJECTION

The County reserves the right, at its sole discretion, to reject and any all Proposals or to cancel this RFQ in entirety as determined to be in the best interests of the County.

Any Proposal received, which does not meet the requirements of this RFQ, may be considered to be non-responsive, and the Proposal may be rejected. Proposers must comply with all of the terms of this RFQ and all applicable Federal, State and Local laws and regulations.

The County reserves the right, at its sole discretion, to waive any technicality in Proposals provided such action is in the best interest of Dallas County. Where the County waives minor technicalities in Proposals, such waiver does not modify the RFQ requirements or excuse the proposing Firm from full compliance with the RFQ. Notwithstanding any minor technicalities, the County may hold any Firm to strict compliance with the RFQ.

GOVERNING LAW VENUE

The laws of the State of Texas shall govern any proposed agreement, and all obligations of the parties created hereunder are performable in Dallas County, Texas. In any legal action arising from this Agreement, the laws of Texas shall apply and exclusive venue shall lie in Dallas County, Texas.

FISCAL FUNDING

Any agreement resulting from this RFQ will be subject to the availability of governmental fiscal funding. If such funds become reduced or unavailable, any contract agreement shall be subject to immediate modifications, reduction or termination on the expiration date or date in which the funds have been eliminated.

ASSIGNMENT

Firms shall not sell, assign, transfer or convey this Contract, in whole or in part, without the prior written consent of the Dallas County Commissioners Court. Should the County authorize the original awardee to subcontract (assign) any portion of this contract, the original awardee will maintain the ultimate legal responsibility for all services according to contract specifications. In the event of a subcontract, the original awardee must maintain a continuous effective business relationship with the subcontractor(s) including, but not limited to, regular payments of all monies owed to any subcontractor. Failure to comply with these requirements, in whole or part, will result in termination of this contract and/or legal ramifications, due to nonperformance. Should the County authorize the original contractor to transfer this contract, in whole or part, the secondary contractor will maintain all the legal responsibilities set forth in the context of this contract; and the original contractor will continue to be responsible for the performance of the secondary contractor.

INSURANCE REQUIREMENTS

Any vendor that conducts business with Dallas County, whether it is for goods and/or services, must maintain lawful worker's compensation/self insured employee coverage requirements and adequate liability limitations.

The Contractor, at its own expenses, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed to do business in the State of Texas, possessing a current A.M. Best, Inc. Rating of "A" or better.

The policies may provide coverage, which contain deductible or self-insured retention. Such deductible and/or self-insured retention shall not be applicable with respect to the coverage provided to Dallas County under such policies. The Contractor shall be solely responsible for all deductibles and/or self-insured retention.

Within ten (10) days after contract award and prior to the commencement of any work or delivery, the Purchasing Agent requires the successful vendor(s) to submit verification of the following coverage. The insurance coverages, except Workers Compensation and Professional Liability, required by this Contract, shall name Dallas County and its officers, employees and elected officials as additional insured(s) (as the interest of each insured may appear).

Upon execution of the contract and prior to commencement of work, whichever is first, the successful vendor(s) shall have their insurance agent(s), broker(s) or insurer(s) enter policy information on-line into www.ins-cert.com, and link the policy data to Dallas County. Vendor shall cause your insurance policy information to be kept current on www.ins-cert.com for the period of time that vendor performs under the awarded contract. Paper, faxed or emailed certificates will not be accepted. Vendor will cause agent, broker, or insurer to enter any restrictive or exclusionary provisions or endorsements that may affect vendor, Dallas County, and any party required to be named as Additional Insured, into the appropriate "Comments" field in www.ins-cert.com. Vendor further agrees, upon request of County, to furnish copies of actual policy documents, certified by an authorized representative of the insurer(s), within ten (10) days of request.

All insurance required herein shall be maintained in full force and effect through out the term of this contract, including all extensions.

Commercial General Liability: Contractor shall maintain Commercial General Liability Insurance with a limit not less than \$1,000,000.00 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage.
Crime Policy: Contractor shall maintain a Crime Policy for Employee Dishonesty with a limit not less than \$1,000,000.00. Coverage shall include provision for Theft, Disappearance and Destruction.

Professional Liability: Contractor shall maintain professional Liability insurance covering errors and omissions and, if policy is claims made, maintain thereafter for an additional three (3) years from the date the project is accepted as complete by the Commissioners Court, sufficient errors and omissions insurance in the amount of not less than Five Hundred Thousand and 00/100 Dollars (\$500,000.00) with certificates evidencing such coverage.

Vendors and/or their freight contractors must be prepared to show coverage verification prior to entering upon Dallas County premises.

Failure to comply with lawful requirements or adequate liability requirements may result in delay of payments, subject to the orders of the Commissioners Court, not to exceed a period of up to two years from the termination of the contract, or cancellation of the contract or both. (Court Order 2003-1792, September 30, 2003)

Submitted responses/RFQ's shall become the property of Dallas County and shall be subject to any applicable open records statutes. The content of all RFQ's submitted shall remain in effect for a minimum period of 180 days.

Information requested in the RFQ deemed by the responding firm to be privileged and confidential must be marked "Privileged and Confidential Information." The County will endeavor to protect such information from disclosure to competitors to the extent allowable by law. Responding firms are advised that responses are subject to the Texas Public Information Act (Texas Open Records Act), Chapter 552, Texas Government Code.

INSURANCE LAPSES

In the event successful firm fails to maintain insurance as required by this contract, successful firm shall immediately cure such lapse in insurance coverage at successful firm's sole expense, and pay County in full for all costs and expenses incurred by County under this contract as a result of such failure to maintain insurance by successful firm, including costs and reasonable attorney's fees relating to County's attempt to cure such lapse in insurance coverage. Such costs and attorney's fees, not to exceed fifteen hundred and 00/100 dollars (\$1,500.00), shall be automatically deducted from monies or payments owed to successful firm by County. Moreover, the County shall retain five percent (5%) of the value of the Contract that shall be placed into an account from monies or payments owed to Contractor by County to cover County's potential exposure to liability during the period of such lapse. The retainage shall be held by County until six (6) months after the term of the Contract has ended or has otherwise been terminated, cancelled or expired and shall be released if no claims are received or lawsuits filed against County for any matter that should have been covered by the required insurance.

SUCCESSFUL FIRM FURTHER AGREES TO INDEMNIFY COUNTY FOR ANY PENALTIES, FINES, JURY AWARDS, COURT COSTS, LITIGATION EXPENSES, AND ATTORNEYS' FEES INCURRED BY COUNTY DUE TO SUCCESSFUL FIRM'S FAILURE TO MAINTAIN THE REQUIRED INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. SUCCESSFUL BIDDER(S), AT ITS OWN EXPENSE WITH COUNSEL OF COUNTY'S CHOICE, WILL DEFEND AND HOLD COUNTY HARMLESS IN ANY CLAIM OR ACTION AGAINST COUNTY THAT OCCURRED AS A DIRECT OR INDIRECT RESULT OF SUCCESSFUL FIRM'S FAILURE TO MAINTAIN INSURANCE AT ALL TIMES DURING THE TERM OF THIS CONTRACT. WITHOUT WAIVING ANY RIGHTS UNDER SOVEREIGN IMMUNITY, THE COUNTY SHALL COOPERATE WITH AND MAY MONITOR SUCCESSFUL BIDDER(S) IN THE DEFENSE OF ANY CLAIM, ACTION, OR PROCEEDING AND WILL, IF APPROPRIATE, MAKE EMPLOYEES AVAILABLE AS SUCCESSFUL FIRM MAY REASONABLY REQUEST WITH REGARD TO SUCH DEFENSE, SUBJECT TO THE REIMBURSEMENT BY SUCCESSFUL FIRM OF ALL COSTS AND EXPENSES OCCASIONED BY THE COUNTY'S COOPERATION IN SUCH DEFENSE. SUCCESSFUL FIRM AGREES NOT TO SETTLE ANY SUCH CLAIM WITHOUT THE COUNTY'S CONSENT, WITH CONSENT WILL NOT BE UNREASONABLY WITHHELD OR DELAYED.

DISCLOSURE FORM CIQ

Effective January 1, 2006, Chapter 176 of the Texas Local Government Code requires that any vendor or person considering doing business with a local government entity disclose in the Questionnaire Form CIQ, the vendor or person's affiliation or business relationship that might cause a conflict of interest with a local government entity. By law, this questionnaire must be filed with the records administrator of Dallas County no later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code. A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor. The questionnaire is included in this solicitation. By submitting a response to this request, the vendor represents that it is in compliance with the requirements of Chapter 176 of the Texas Local Government Code. Please send completed forms to the Dallas County Clerk at 509 Main Street, 2nd Floor, Dallas, Texas 75202.

USE OF CONTRACT BY OTHER POLITICAL JURISDICTIONS

Proposers are advised that all resultant contracts may be extended, with the authorization of the proposer, to other political jurisdictions to permit their ordering of services/supplies at the prices and terms of the resulting contract. If any other jurisdiction decides to use the final contract, the Contractor(s) must deal directly with that jurisdiction or political subdivision concerning the placement of orders, issuance of purchase orders, contractual disputes, invoicing and payment. Dallas County acts only as the "Contracting Agent" for these jurisdictions and political subdivisions. Failure to extend a contract to any jurisdiction will have no effect on consideration of your offer.

Each participating jurisdiction and political subdivision has the option of executing a separate contract with the awardee. Contracts entered into with them may contain general terms and conditions unique to those jurisdictions and political subdivisions covering minority participation, non-discrimination, etc. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the awardee, the awardee may withdraw its extension of the award to that jurisdiction. Dallas County shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction or political subdivision by the awardee.

System Functionality/Technical Requirements Matrix

Vendors must submit a completed matrix with their RFQ response and provide one of the following response codes for each item listed.

- Y = this feature is currently in production in vendor's proposed system (i.e., fully implemented and in use) in another entity's operations.
 T = this feature is currently developed and is in Alpha or Beta testing and is provided with the proposed solution
 U = this feature is not currently developed but can be added to the system. Please provide additional information if this response is provided.
 P = this feature is only partially available in the proposed solution.
 M = a modification would need to be made to the proposed solution to provide this feature.
 N = this feature is not provided.

Additional comments are encouraged and should be placed next to the response code.

Functionality	Response Code	Comments
Security		
System contains security features which prevent unauthorized individuals from accessing any information held by the Contractor		
Secure access to the system and the database shall be maintained at all times		
Call Restrictions		
System restricted to outgoing calls only		
System allows for Dallas County to program times when the system will be operational, i.e. available or unavailable for inmate calls		
During the call set-up process, the system provides a pre-recorded announcement identifying that the collect call is coming from a specific inmate at a Dallas County Jail		
System states rate and complaint information, contains a toll free number for the consumer's use, announces this information to the answering party with the statement "All telephone calls will be recorded except attorney calls".		
Language Requirements		
System contains an automated announcement function capable of processing calls on a selective bilingual basis: English and Spanish		
Inmate has ability to select the preferred language		
System de-activates the PIN feature by individual inmate telephone, groups of telephones and/or entire facilities		
System restricts inmate calls to prepaid collect and normal collect calls		
System has the capability to be deactivated (shut down), by County or Contractor staff, quickly and selectively, at an individual facility, partial facility or on a global basis and to restrict all PIN access		
System provides the capability to flag any individual		

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Functionality	Response Code	Comments
telephone number in the inmate's "Approved Number List" as "Do Not Record"		
System provides capability for assigning an inmate's phone access to an individual telephone or group of telephones so that the inmate's account may only place calls from those designated telephones		
System has a "smart fail-safe" power down service which is initiated upon alert by the uninterruptible power supply (UPS) that the UPS has switched to battery power because of a commercial power failure or irregularity		
System maintains all currently ongoing telephone calls for up to ten (10) minutes while blocking any additional call attempts after any commercial power failure or irregularity		
Network and Infrastructure Requirements		
System includes a monitoring component that is capable of being accessed from a vendor provided dedicated monitoring terminal and/or through a vendor provided secure Internet connection from desktop, laptop or remote means by authorized County personnel who have appropriate security clearance		
Indicate the numbers of authorized users that will have access to the monitoring capability		
System capable of interfacing with network services provided by local exchange carriers as well as inter-exchange carriers. This includes analog and digital facilities.		
List the types of network services to which the system will interface and the purpose (use of a specific application) of such services for Dallas County.		
Database Requirements		
System maintains a data record of all transactions made (attempted call, completed calls, blocked calls, etc.) through the inmate telephone system be maintained in a database for monitoring and analysis of inmate telephone calls		
System alerts staff of possible trends with inmate calls that could jeopardize the security of inmates, staff, or facilities		
System generates/creates a centralized system database that provides the capability for every call in and out of the system to be recorded with a transaction record that includes, at a minimum, a recording of the telephone call in a .wav or other format		
Database is maintained in such a manner as to allow authorized personnel the capability to review and monitor inmate call data regardless of which County facility is housing the inmate		
Database has the capacity to contain multiple data fields		

Functionality	Response Code	Comments
System provides the capability for Dallas County to download reports from the database, through secured internet access		
Access provided to the database through a secure web server so Dallas County can retrieve and download and further analysis certain data. The response should detail how the Contractor proposes to provide this access		
System capable of recovering all inmate telephone data for all locations, to the point of full service operation, using a data backup		
System performs all service and database back-ups and archiving		
Contractor provides all archival hardware, supplies, network and recovery procedures that will ensure that no data is lost		
Database has duplicate data storage devices with automated fail-over and automatic reestablishment of the duplicate databases upon replacement of the failed storage device and shall be equipped with automated fire detection and suppression equipment		
System provides that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database that is available when requested		
Current and historical call detail data files retained for a period of three (3) years by the Contractor		
Archived/historical information available at no charge to Dallas County after termination of the contract. All data shall remain the property of Dallas County		
System Calling Protocol Requirements		
System only initiates calls in a "collect call" mode (prepaid or normal collect calls) to land lines (non-cellular) with Billing Number Addresses (BNA's)		
Call set-up time does not exceed six (6) seconds from completion of dialing to first ring		
System does not provide a second dial tone to an inmate telephone without the inmate hanging-up the telephone receiver after the first call is completed		
Each call placed through the system is electronically identified by the system as being a call originating from a Dallas County Jail in 100% of the cases with or without the accompanying inmate PIN		
System provides the option of either English or Spanish voice messages or prompts as programmed through a single prompt at the beginning of each call		
The language provided controlled by the inmate's account information		
Note: Contractor shall provide a list of available languages.		
System provides automated notification to an inmate of the call status (i.e., ringing, busy, etc). This notification may either be in the form of ringing, busy tones,		

Functionality	Response Code	Comments
Special Information Tone (SIT), or appropriate recorded messages.		
System allows the inmate to hear the processing of the placed call to determine if a SIT with message or an answering device (i.e., answering machine, voice mail, etc.) has answered the call		
At no time does the system allow the inmate to speak (restricted voice channel) until the called party has accepted the call		
System has the capability of announcing to the called party the name of the calling inmate, informing the called party how to accept calls and announcing to the called party the call charge rate, prior to acceptance, when a call is placed. The activation or deactivation of these features is determined by Dallas County.		
If the party called does not accept a call, or if no one answers the call, the system informs the inmate of the situation and does not simply disconnect the call		
System allows for a minimum "ring time" prior to disconnecting the inmate call		
System has the capability of allowing a called party to deny all future calls of a particular type from an inmate and shall provide notice to the inmate placing the call of such action		
System has the capability to accept the called party's response via Dual Tone Multi Frequency (DTMF) Touch-Tone Pad input from the telephone and voice response		
System has the capability to interject messages into a telephone call at random intervals (i.e., "this call is from a Dallas County Jail", "etc.)		
List any other functionality provided by the system.		
The Contractor can maintain a grade of service of P.01 (one caller out of 100 will be blocked) regardless of the number of telephones, facilities, application or users		
System Disaster Recovery		
System includes a written Disaster Recovery Plan and Continuity of Operations Plan and associated internal system equipment that shall be capable of providing for support in case of failures in power, telephone system, data networking and Contractor's equipment at IPS host site through the user-level equipment provided by the Contractor, and for all natural or man-made disasters including flood or fire at the host facility.		
The system is capable of recovering from a power outage automatically or remotely once commercial power is restored.		
System Technical Assistance		
The Contractor can provide remote diagnostic support and trouble-shooting technical assistance for system		

Functionality	Response Code	Comments
and equipment twenty-four (24) hours a day, seven (7) days a week, including holidays		
The Contractor can provide the authorized users a toll free contact number, answered, twenty-four (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced		
Personal Identification Numbers (PINs)		
A PIN system is not currently in use in Dallas County. The Contractor's implementation plan must address creating PINs for current inmates. The Contractor must also provide procedures for updating and deleting these PINs upon an inmate's release.		
The system provides Personal Identification Numbers (PIN) for inmates		
The system can restrict use of the service through authorized PINs assigned to each inmate		
Contractor issues and maintains all PIN information		
System allows individual PINs to be shut-off upon request of staff at the facility		
When an inmate transfers to a different facility, that inmate's PIN account also transfers		
System utilizes the PIN feature for any call mode, either prepaid or normal collect calls		
Each PIN has a "class of service" assigned. For example, each PIN has a list of allowable telephone numbers, and or other information.		
System provides call restrictions by PIN that provide Dallas County the option of implementing any or all of the following restrictions by PIN designation: <ul style="list-style-type: none"> • Inmates can be either approved or not approved to make telephone calls by PIN; • Inmates, via the PIN, can be restricted to a specific telephone or group of telephones; • Limit duration of call: Maximum call duration can be set globally (all PINs), by site, by facility area or by individual inmate's PIN; • Maximum call duration can be set for each type of call: local, intralata, interlata, interstate, intrastate and international; • Restrict time of day calling: An allowed calling schedule can be provided for each specific PIN, by facility area, by site and globally (all PINs). The global restrictions can take precedence over individual PIN restrictions; • Restrict an inmate under disciplinary action from placing any or all calls assigned to his particular PIN with the exception of privileged numbers (i.e., attorney, approved clergy and social work professionals). 		
PIN feature ensures that the automated operator function uses the inmate's pre-recorded name (recorded in either the inmate's voice or language, or in the voice		

Functionality		Response Code	Comments
	of an administrator) to announce to the called party from whom the call is originating. Identification of the specific inmate and thus the announcement of the inmate's name is performed by the PIN assignment.		
	System allows for approved destination telephone numbers to be assigned and restricted by individual PIN.		
	PINs allow each inmate to maintain a list of authorized telephone numbers not to exceed a maximum total of ten (10) numbers not including privileged telephone numbers.		
	PIN feature allows the recording of inmate calls to be discontinued when certain predetermined telephone numbers (privileged telephone numbers) are called.		
Inmate Phone Access Information/Approved Number List			
	The number list option is not currently in use in Dallas County. The Contractor's implementation plan must address creating these lists for current inmates. The Contractor must also provide procedures for updating and deleting these lists upon an inmate's release.		
	Contractor provides Service Representatives (can be accomplished by assigned site personnel) for entering Inmate Phone Access Information in the Inmate Telephone System. What is the timeline for the entry of this data? Inmate Phone Access information fields shall include, but not be limited to, inmate name (first, middle, last), PIN number (5 digits minimum), County facility, ten (10) approved telephone numbers by terminating number, privileged numbers; comments field, language preference field, account activation date, date of arrival, current status, alert levels, etc.		
	Authorized County personnel have the capability to enter, modify and delete any information for any inmate phone access information including an inmate's "Approved Number List".		
Call Requirements			
	Contractor ensures that prepaid and collect calling is available for all locations within the North American Dialing Plan. In addition, the Contractor provides a list of all countries (outside of the United States) that can be reached via the IPS operating in a "collect call only" mode.		
	Call acceptance by the called party accomplished through caller confirmation ("positive acceptance").		
	At no time shall an inmate be automatically connected to a "live" operator. The only exception to this requirement is that international collect calls through a live operator will be allowed when the country being called accepts collect calls.		
	Collect calls not connected nor does billing commence until the called party indicates acceptance of the call. All non-prepaid calls shall be directly billed to the		

Functionality		Response Code	Comments
	Billing Number Address (BNA) by the Contractor.		
	Contractor provides a toll free number which will be clearly shown on the called party's bill for assistance in billing matters.		
	The Contractor ensures Caller ID is not available for any call placed through the system and the called party has no other means of identifying the number from which a call is placed.		
	Contractor does not charge for calls that result in Special Information Tones (SIT), "ring/no answer", or "busy" conditions.		
	The Contractor provides local exchange service for collect-only calling use at each County facility listed at Attachment 1. The Contractor ensures that the system is capable of identifying a dialed number as local, based on the pay telephone calling area, and of correctly rating and routing the call.		
Prepaid Collect Call Service (PPCCS)			
	Contractor allows families and friends to establish a PPCCS account(s) with the Contractor for billing purposes so that inmates can call pre-authorized numbers that may not be accessible via normal collect calling. Any calls billed to a family or friend's prepaid account shall meet the same security requirements as set forth for normal collect calls.		
	Contractor ensures that notice of the prepaid account availability is provided when a party receives a call and shall offer the option of being connected to a live operator for the purpose of establishing a prepaid account, if a normal collect call cannot be completed by the inmate due to billing issues.		
	Contractor's PPCCS shall allow the called party (family and friends) to deposit money into a PPCCS account by multiple means (i.e. check, money order, and/or credit card).		
	Contractor provides instructional brochures explaining the process for establishing prepaid collect services for family and friends' prepaid accounts.		
	Contractor provides the capability for inmates to establish prepaid accounts available through the County's commissary system. This may be either "calling cards" or debit accounts administered by the Contractor. Each response should describe how the Contractor will satisfy this requirement.		
Inmate Hotline			
	Contractor has a component within the system that creates an inmate "hot line" accessible from any telephone instrument within the system.		
Inmate Phone Station Equipment ("IPSE")			
	All IPSE required for service delivery is new or refurbished to like new condition and consists of two (2) types of telephones:		

Functionality	Response Code	Comments
<ul style="list-style-type: none"> Type 1, which will be the majority of inmate telephones installed, shall be permanently mounted wall telephones meeting the specifications outlined in this RFQ. Type 2 shall be portable or "movable" cordless inmate telephones. 		
<p>All IPSE has the physical and design characteristics that meet or exceed all of the following technical standards:</p> <ul style="list-style-type: none"> A chrome-plated DTMF tone dial that is water, flame and shock resistant. A hearing aid compatible handset. A steel housing that protects the electronic components of the telephone. A paint/finish that is mar and scratch resistant. A faceplate with concise dialing and operating instructions. An industry standard design. A tamper-proof housing. A floating case hardened metal plate to prevent side drilling entry. Dialing Instructions and "This Call is Being Recorded" warning statements in English and Spanish on each telephone instrument in a manner that reduces the possibility of the notice being destroyed. Labels or other accessible surface instructions will not be acceptable to meet this requirement. This information must be kept legible and accurate throughout the duration of the Contract. A unique number, physically imprinted on each telephone instrument so that Department staff can see the number for the purposes of reporting trouble and troubleshooting problems. As telephone instruments necessitate replacement, they shall be numbered by the Contractor. As new telephone instruments are added or replaced, they shall be identified in the same manner and all appropriate paper work shall be updated to reflect the addition. An armored handset cord that is resistant to stretching and breaking. Installation reinforced by security studs to prevent easy removal of telephone. 		
<p>The IPSE does not include coin entry slots or coin return slots regardless of whether these functions are disabled on the station equipment (standard pay telephone requirements excluded).</p>		
<p>All IPSE meets or exceeds the following capabilities:</p> <ul style="list-style-type: none"> True dual-tone multifrequency (DTMF) compatibility. The IPSE shall not be capable of being used to 		

Functionality		Response Code	Comments
	<p>program any feature of the IPS.</p> <ul style="list-style-type: none"> • The IPSE shall not be programmable for any purpose. • Reduction of background noise through the use of confidencers or directional microphones in the handset. • Volume controls that allow inmates to amplify the called party's voice. • Powered by the telephone line and requiring no additional power source, with the exception of cordless telephones as described above. • Compatible with Telecommunications for The Deaf (TDD/TTY) equipment. 		
	All IPSE capable of being Americans with Disabilities Act (ADA) compliant. Twenty-five percent (25%) of all phones have volume control capability.		
	Coin (pay) phones are of a type equivalent to those currently installed at those locations reflected at Attachment 2.		
TDD/TTY Equipment			
	TDD/TTY is provided for inmate use at all locations specified at Attachment 1 except Cook Chill.		
	<p>Minimum requirements for TDD/TTY equipment include:</p> <ul style="list-style-type: none"> • Portability, such that it can be used with any IPS station set at Dallas County institution. • The ability for keyboard entry. • A display (i.e., LCD, LED, etc.) and a printer device. 		
Coin-Operated Public Telephone Equipment			
	Coin-operated telephones are provided for public use at those locations identified at Attachment 2. These telephones meet all FCC regulations regarding alternate carrier access.		
Response and Repair Times for Service Calls			
	For routine service, the Contractor responds to the service problem within four (4) hours of initial request for service report by Dallas County facility.		
	Contractor provides the Dallas County facility with the status of requested items within six (6) hours of the initial service request.		
	All routine service completed within twenty-four (24) hours of the initial service request.		
	For a major emergency, the Contractor responds to the service problem within one (1) hour of initial request for service report by a Dallas County facility.		
	The Contractor provides the Dallas County facility with the status of the emergency within 3 hours.		
	All major emergency service completed within twelve (12) hours of the initial service request		
	Contractor provides escalation procedures to address inadequate response to service calls, frequent repetition		

Functionality	Response Code	Comments
of the same service problem, inadequate repairs to service, etc.		
Reporting Requirements		
<p>Inmate Telephone System Generated Reports</p> <p>System allows Dallas County to generate the following “canned” reports directly through an interface accessible through a secure internet site or via dedicated monitoring terminals. The database is capable of maintaining a record of all reports that are downloaded, with the date and time of the download, and the name of the person who performed the download. All reports have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable and shall be downloadable into an excel format. Reports can also be viewable via a user-friendly interface. This interface shall be, at a minimum a Graphical User Interface (GUI) such as Windows XP.</p> <ul style="list-style-type: none"> • Authorized Users Report: The system provides a real time report of all County and Contractor authorized users. This report includes user name, status (active or inactive) and corresponding dates, user title and facility location. • Approved Calling List Report: The system provides a real time report of each inmate’s approved calling list of ten (10) numbers. This report includes inmate name, inmate PIN #, inmate’s facility location, name and phone numbers of everyone on the inmate’s calling list and Billing Number Address (BNA) for all numbers. The system also maintains a cumulative historical calling list for each inmate, showing all numbers that have been added or deleted from the inmate’s list and the corresponding dates. • Comprehensive Outgoing Call Report: The system provides a real time report of all outgoing calls made from all Department facilities. This report includes inmate name, inmate PIN #, inmate’s facility location, phone number called, date and time of call, length of call and BNA for number called. • Duplicate Number Report: The system provides a real time report of all outgoing telephone numbers that appear on the active call lists of two or more inmates. This report includes phone number, BNA for number called, inmate name, inmate PIN #, and inmate’s facility location. 		

Functionality	Response Code	Comments
<ul style="list-style-type: none"> • International Call Report: The system provides a real time report of all overseas/international calls made. This report includes inmate name, inmate PIN #, number called, BNA for number called, inmate's facility location, date and time of call, length of call. • Alert Level Report: The system provides a real time report of all calls that generated an alert notification in the system. This includes three-way calls, as well as any other calls programmed to send an alert notification. This report includes date and time of call, number called, BNA for number called, inmate name, inmate PIN #, and type of alert. • Ad Hoc Reports: The Contractor provides Dallas County ad hoc reporting from the system upon request from the County. Responses should include the time frame within which these reports will be made available. 		
<p>Contractor Submitted Reports The following reports (except the Annual Commission Report) are capable of being submitted by the Contractor in "hard copy" format on a monthly basis no more than fifteen (15) days following the end of the previous month.</p> <ul style="list-style-type: none"> • Commission and Call Detail Report/Supporting Documentation for Monthly Payment: The Contractor submits as supporting detail for the monthly commission payment, a Commission and Call Detail Report in detail sufficient to allow the County to recalculate gross revenue and validate the accuracy of the County's commission. • The Commission and Call Detail Report consists of the following: A list of all inmate calls made by PIN, time connected, time disconnected, rate charged [both per minute and total charge, separating any surcharge], duration of call, and called number and any other information necessary for the Department to independently calculate the gross revenue and the commission due. The report is submitted monthly on CD-ROM and hard copy and shall also reflect the gross revenues generated by all inmate phones. • Annual Commission Report: No later than 30 after the anniversary date of the award of the contract, the Contractor provides a report reflecting all revenues received and commissions paid during the proceeding year. 		

Functionality	Response Code	Comments
<p>This report will be similar to the monthly Commission and Call Detail Report but should reflect only summary data in detail sufficient to allow the County to recalculate gross revenue and validate the accuracy of the County's commissions received over the course of the year.</p> <ul style="list-style-type: none"> • Equipment Report: The system provides a real time report of all assigned equipment (in use) and inventoried equipment containing a serial number. This report includes description/type of equipment, serial number, facility location (including specific dormitory or other unique location), and assigned telephone number (for phone instruments). • Trouble Ticket/Repair Time Report: The system provides a real time report of all trouble tickets and repair times that are reported to the Contractor. This report includes the assigned number with trouble, location (including specific dormitory or other unique location), date and time trouble was reported, cumulative downtime as a result of trouble, downtime reason (e.g. processor failure, power failure, station failure, trunk failure, etc.) and date and time trouble was cleared. • Ad Hoc Reports: The Contractor provides Dallas County ad hoc reports upon request of the County. Responses should include the time frame within which these reports will be made available. 		
Staff Requirements		
The Contractor has direct oversight and will be responsible for and monitor the performance of all contractor staff performing services under the Contract.		
The Contractor provides an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is appropriately trained, qualified and licensed, if required.		
<p>The Contractor provides, at a minimum, the following positions, at a minimum, in support of this contract:</p> <p>1. IPS System Administrator The IPS System Administrator position is a minimum full-time position, dedicated to Dallas County, directly responsible for overall operational performance of the contract, including account management, troubleshooting, training, and any other responsibilities agreed upon by the County and the Contractor. This individual shall have a minimum of three (3) years' experience within the last five (5) years at the management level,</p>		

Functionality	Response Code	Comments
<p>providing direct administrative oversight of telephone services.</p> <p>2. Field Repair/Site Technician(s) (state number provided) Field Repair/Site Technician positions shall be directly responsible for providing preventative maintenance on the system, shall assist with installation of equipment, provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel to ensure customer satisfaction. These individuals shall possess a High School Diploma or GED and have two years' minimum experience with a computer-based telephone system similar to the type required in this contract.</p> <p>3. Service Representative(s) (state number provided) Service Representative positions shall be directly responsible for making changes to the inmate phone access information including entering of approved inmate PIN and authorized calling numbers, verification of Billing Number Addresses, assistance to authorized County personnel, and shall provide customer service relative to the Inmate Phone Service. These individuals shall possess a High School Diploma or GED, be computer literate and have related experience in the provision of services of the type required in this contract.</p>		

ATTACHMENTS

Attachment 1

Dallas County Jails

Lew Sterrett Justice Center
111 Commerce Street
Dallas, TX 75207

North Tower

West Tower

South Tower (currently under construction with an anticipated completion date of late 2008 or early 2009. Will require approximately 300 inmate phones)

Government Center Jail
600 Commerce Street
Dallas, TX 75202

Decker Detention Center (will be replaced by South Tower)
899 North Stemmons Fwy
Dallas, TX 75202

Suzanne Kays Jail (will be replaced by South Tower)
521 N Industrial Blvd
Dallas, TX 75207

Old Jail (Currently, this jail is depopulated.)
509 Main Street
Dallas, TX 75202

Cook Chill
2121 French Settlement
Dallas, TX 75216

Attachment 2 Pay Phone Listing

Telephone	Station Address	Dallas	TX	Access Info
214-688-9224	4711 HARRY HINES BLVD	DALLAS	TX	75235 NONE
214-742-0315	509 MAIN ST	DALLAS	TX	75202 RECORD BLDG..LOC 2ND FLR 500 ELM
214-631-9903	2377 N STEMMONS FRWY	DALLAS	TX	75207 2-OF-3 *USE BK-DR HALL TO L. HUMAN SERVICE
214-351-9649	10056 MARSH LN	DALLAS	TX	75229 LBY...BK ENT #2
214-946-0293	410 S BECKLEY AV	DALLAS	TX	75203 LOC 408 S BECKLEY #1
214-742-0663	509 MAIN ST	DALLAS	TX	75202 RECORD BLDG 500 ELM ENT ON RECORD E. SD OF
214-688-9456	2377 N STEMMONS FRWY	DALLAS	TX	75207 WELFARE OFC..2ND FL SUITE 201 PATSY WALK
214-745-9117	411 ELM ST	DALLAS	TX	75202 HOUSTON ST ENT.. KENNEDY MUSEUM
214-745-9657	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 VEND. AREA..FL-5..2-OF-3 MDL SET
972-285-9560	210 W GRUBB DR	MESQUITE	TX	75149 DES (TAX OFC LOBBY)
214-331-1121	4909 S COCKRELL HILL RD	DALLAS	TX	75236 OUTSIDE BY DOOR
214-741-0832	509 MAIN ST	DALLAS	TX	75202 RECORD BLDG 500 ELM 1ST FLR #3
214-745-9849	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 VEND. AREA LVL-6..2-OF-3 MDL SET
214-741-0728	509 MAIN ST	DALLAS	TX	75202 RECORD BLDG GRND FLR.. AUTO RGSTRN
214-351-9613	10056 MARSH LN	DALLAS	TX	75229 LBY..BK ENT #1
214-745-9005	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 FRNK CRWLY CRIM CRT..LVL-2..# 3 RVLG-DR
214-745-9028	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 FRNK CRWLY CRIM CRT..VEND. AREA..LVL-5..1- FRNK CRWLY CRIM
214-745-9017	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 CRT..VEND. AREA FL-3..3- OF
214-745-9023	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 FRNK CRWLY CRIM CRT. VEND. AREA LVL-5 1-OF
214-943-0041	410 S BECKLEY AV	DALLAS	TX	75203 LOC 408 S BECKLEY #2
214-745-9032	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 VEND. AREA..FL-6 #3
214-745-9012	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 FRNK CRWLY CRIM CRT..LVL-2..RVLG-DR #2
214-745-9651	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 VEND. AREA FL-7 3-OF-3
214-745-9030	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 VEND. AREA FL-6 1-OF-3
214-742-0709	111 COMMERCE ST	DALLAS	TX	75207 LW STERRT BLDG..L-SD #4 KEY IN UPPR HSG:12
214-741-0435	111 COMMERCE ST	DALLAS	TX	75207 LW STERRTT BLDG..LBY L- SD 1-OF-4 KEY IN UP
214-745-9652	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 VEND. AREA..LVL-3..2-OF-3 MDL SET
214-745-9019	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 FRNK CRWLY CRIM CRT..VEND. AREA FL-3..1- OF
214-745-9020	133 N INDUSTRIAL BLVD	DALLAS	TX	75207 FRK CRWLY CRIM CRT..VEND-AREA..FL-4

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Telephone	Station Address		Access Info			
214-745-9036	133 N INDUSTRIAL BLVD	DALLAS	TX	75207	VEND. AREA FL-7 1-OF-3	
214-742-0711	111 COMMERCE ST	DALLAS	TX	75207	LW STERRTT BLDG..L-SD 3-OF-4 KEY IN UP-HSG	
214-631-0301	2600 LONE STAR DR	DALLAS	TX	75212	1ST FLR VENDING AREA FRNK CRWLY CRIM CRT..VEND. AREA LVL-4 1-OF	
214-745-9021	133 N INDUSTRIAL BLVD	DALLAS	TX	75207		
214-745-9716	899 N STEMMONS FRWY	FARMERS BRANCH	TX	75207	#1..CABANA..FL-1	
214-742-0816	899 N STEMMONS FRWY	DALLAS	TX	75207	#2 FL-1 CABANA HUMAN SERVICES..BK-DR L 1-OF-3	
214-631-9905	2377 N STEMMONS FRWY	DALLAS	TX	75207		
214-741-0509	899 N STEMMONS FRWY	DALLAS	TX	75207	LBY..L SET IN WRK-RELEAS LBY..R SET IN WRK RELEAS	
214-741-0227	899 N STEMMONS FRWY	DALLAS	TX	75207		
214-745-9016	133 N INDUSTRIAL BLVD	DALLAS	TX	75207	FRNK CRWLY CRIM CRT..LVL-2..RVLG-DRS #1 LW STERRTT BLDG..R-SD 1-OF-4 KEY IN UP-HSG	
214-742-0105	111 COMMERCE ST	DALLAS	TX	75207		
214-742-0819	899 N STEMMONS FRWY	DALLAS	TX	75207	CABANA FL-1 #3..**MUST GO TO LBY FOR PASS CABANA..FL-1..#4 **MUST GO TO LBY FOR PASS	
214-742-0818	899 N STEMMONS FRWY	DALLAS	TX	75207		
214-742-0632	899 N STEMMONS FRWY	DALLAS	TX	75207	#2 FL-2 CABANA	
214-742-0335	899 N STEMMONS FRWY	DALLAS	TX	75207	FL-2 CABANA #4 FL-2 CABANA..#1..**MUST GO TO OFC & ADMIN	
214-745-9744	899 N STEMMONS FRWY	DALLAS	TX	75207		
214-742-0820	899 N STEMMONS FRWY	DALLAS	TX	75207	FL-2 CABANA #3 LW STERRTT BLDG..L-SD 2-OF-4 KEY IN UP-HSG	
214-741-0443	111 COMMERCE ST	DALLAS	TX	75207		
214-742-0107	111 COMMERCE ST	DALLAS	TX	75207	LW STERRTT BLDG..LBY..R-SD 2-OF-4 KEY IN U	
214-741-0815	111 COMMERCE ST	DALLAS	TX	75207	LW STERRTT BLDG..R-SD 4-OF-4 KEY IN UP-HSG	
214-741-0719	111 COMMERCE ST	DALLAS	TX	75207	LW STERRTT BLDG..R-SD #3 KEY IN UPPR HSG:8	

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Attachment 3
Dallas County 2006 International Inmate Call Summary

AUSTRALIA

Month	Calls	Minutes
200601	3	42
200602	3	42
200603	1	14
200604	4	55
200605	4	55
200606	3	41
200607	3	41
200609	2	28
200610	1	14
200611	2	27
200612	2	27
	28	386

BRAZIL

Month	Calls	Minutes
200609	7	75
	7	75

CANADA

Month	Calls	Minutes
200601	6	10
200602	15	20
200603	5	5
200604	8	39
200605	8	35
200606	11	36
200607	6	34
200608	13	89
200609	10	63
200610	21	158
200611	8	33
200612	18	130
	129	652

CARIBBEAN

Month	Calls	Minutes
200603	1	6
200610	1	9
200612	8	50
	10	65

COLOMBIA

Month	Calls	Minutes
200611	4	42
200612	7	67
	11	109

COSTA RICA

Month	Calls	Minutes
200603	2	5
200604	4	6
200605	2	7
200606	1	14

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200607	2	4
	11	36

EL SALVADO

Month	Calls	Minutes
200601	6	44
200602	10	74
200603	11	90
200604	15	138
200605	12	103
200606	19	148
200607	19	174
200608	29	285
200609	16	156
200610	21	216
200611	17	150
200612	25	253
	200	1831

FRANCE

Month	Calls	Minutes
200601	5	62
200602	2	11
200603	2	26
200606	2	15
200607	5	70
200609	1	14
200610	4	53
200611	2	27
	23	278

GUATEMALA

Month	Calls	Minutes
200601	17	164
200604	2	4
200606	1	5
200609	2	6
200611	29	141
200612	7	60
	58	380

HONDURAS

Month	Calls	Minutes
200601	36	472
200602	23	274
200603	38	416
200604	29	249
200605	42	395
200606	51	370
200607	54	457
200608	36	356
200609	104	814
200610	71	699
200611	55	522
200612	75	678
	614	5,702

ITALY

Month	Calls	Minutes
200601	5	69

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200602	4	51
200603	1	14
200605	1	14
200606	1	5
200607	1	14
200609	2	22
200610	1	14
	16	203

KOREA

Month	Calls	Minutes
200607	3	5
200608	8	25
	11	30

MEXICO

Month	Calls	Minutes
200601	408	3683
200602	340	3092
200603	415	3731
200604	348	3383
200605	614	4988
200606	744	6657
200607	936	8779
200608	806	7102
200609	613	5330
200610	784	6869
200611	760	6865
200612	884	7938
	7,652	68,417

NICARAGUA

Month	Calls	Minutes
200604	2	25
	2	25

PANAMA

Month	Calls	Minutes
200612	21	107
	21	107

PERU

Month	Calls	Minutes
200607	2	18
200612	1	3
	3	21

PR,VI,GUAM

Month	Calls	Minutes
200601	43	213
200602	7	72
200603	21	133
200604	35	213
200605	19	118
200606	4	49
200607	22	171
200608	4	57
200609	4	40
200610	24	96
200611	22	82
200612	4	33

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200612	6	38
	215	1315

SPAIN

Month	Calls	Minutes
200601	1	11
200603	10	75
200604	3	28
200605	2	14
200607	1	11
200610	1	13
200612	1	7
	19	159

SWITZERLAND

Month	Calls	Minutes
200601	66	887
200602	65	880
200603	44	601
200604	39	542
200605	52	718
200606	67	873
200607	73	986
200608	47	640
200609	84	549
200610	54	753
200611	40	537
200612	38	515
	669	8,481

U K

Month	Calls	Minutes
200606	1	13
200607	1	14
200608	2	15
200610	1	10
200611	2	27
200612	5	56
	12	135

TOTALS

Calls	Minutes
9,711	88,407

Attachment 4
Contact Information for Other County Vendors/Systems

Adult Information System (AIS) - Jail Information System

Michael Webb
(214)653-6434
mwebb@dallascounty.org

Keefe Commissary
Blake Taylor
(469)429-1406
(972)272-1564

Inmate Family Training and Development (IFTAD)
Shirley Ephram-Neal
1(866)279-4200
(817)370-7077
shirleve@prodigy.net



**DALLAS COUNTY
INSURANCE REQUIREMENT AFFIDAVIT**

To Be Completed By Insurance Agent/Broker And Bidder

I, the undersigned Agent/Broker, reviewed the insurance requirement contained in this bid document. If the Bidder shown below is awarded this contract by Dallas County, I will be able to, within ten (10) days of notification of such award, furnish a valid insurance certificate to Dallas County meeting all of the insurance requirements in this bid.

Insurance Coverage Reviewed: _____

Agent's Name: _____

Agency Name: _____

Address: _____

City/State/ZIP: _____

Telephone No: () _____ Fax No: () _____

Bidder's Name and Company: _____

Project/Bid No. and Title: _____

By submitting a bid and signing below I affirm the following: I am aware of all costs to provide the required insurance, will do so pending contract award, and will provide a valid insurance certificate meeting all requirements within ten days of notification of award.

If the above ten day requirement is not met, Dallas County may reject this bid and award the contract to the next lowest responsible bidder meeting specifications. If you have any questions concerning these requirements, please contact Mr. Jim Gresham, Risk Manager, Dallas County Human Resource/Civil Service Department at (214) 653-7604.

Insurance Agent/Broker Signature: _____ Date: _____

Bidder's Signature: _____ Date: _____

AFFIDAVIT OF

STATE OF TEXAS §

COUNTY OF DALLAS §

BEFORE ME, the undersigned authority personally appeared _____
_____, Individually and doing business as _____, who
after being by me first duly sworn, deposed and stated as follows:

“My name is _____ appearing herein individually and as president and sole owner of _____. I am over 21 years of age, of sound mind, authorized and fully competent to make this affidavit. I have never been convicted of a felony or misdemeanor involving moral turpitude. I have personal knowledge of the facts and representations stated for the reasons stated herein, and such facts and representations are true and correct.”

"My name is _____. I am president and sole owner of _____ located at _____, Dallas County issued Solicitation No. _____ (hereinafter "Bid/RFP"). Bid/RFP provisions required the successful contractor to maintain Workers' Compensation Insurance Coverage meeting the requirements and coverage amounts as established by the Texas Workers' Compensation Act, Title 5, Subtitle A, Texas Labor Code. I do not maintain Workers' Compensation Insurance as required by the proposed bid. I am ineligible for purchasing Workers' Compensation Insurance as required by the proposed bid in that I do not meet the minimum requirements to purchase such insurance for the following reasons:

"Further affiant sayeth not."

Name	Company
------	---------

SWORN TO AND SUBSCRIBED TO BEFORE ME, on this _____ day of _____, 200__.

Notary Public
State of Texas

Commission Expires



DALLAS COUNTY
M/WBE SPECIFICATION FOR BIDS/RFP'S

Questions concerning this section should be directed to:

Leffie T. Crawford, Minority Business Officer
Minority & Women Business Enterprises
email: ltcrawford@dallascounty.org
Phone: 214-653-6018 / Fax: 214-653-7449

MINORITY/WOMEN BUSINESS SPECIFICATIONS FOR BIDS/RFPs

I. POLICY STATEMENT Dallas County is wholly committed to developing, establishing, maintaining, and enhancing minority involvement in the total procurement process. It is the policy of Dallas County to involve qualified minority/women-owned businesses to the greatest extent feasible in the County's procurement of goods, equipment, services, and construction projects. The County, its contractors, their suppliers and subcontractors, and vendors of goods, equipment services, and professional services shall not discriminate on the basis of race, color, religion, national origin, handicap, or sex in the award and/or performance of contracts. However, competition and quality of work remain the ultimate "yardstick" in contractor, subcontractor, vendor, service, professional service, and supplier utilization. All vendors, suppliers, professionals, and contractors doing business or anticipating doing business with Dallas County shall support, encourage, and implement affirmative steps toward our common goal of establishing equal opportunity for all citizens of Dallas County.

II. REQUIREMENT OF ALL BIDDERS Each firm responding to this solicitation shall be required to submit with their bid information regarding minority/women business participation in this project. This would include:

Check upon completion (forms attached):

- ☐ 1. Compliance with Dallas County's Good Faith Effort Policy.
- ☐ 2. MBE/WBE Participation Report Form.
- ☐ 3. A Letter of Assurance A or a Letter of Assurance B.
- ☐ 4. MBE/WBE Identification.
- ☐ 5. Vendor Statistical Report (must **also** be submitted on subcontractors with 20% or more of the work).
- ☐ 6. Dallas County M/WBE Payment Report.

Note

In the event that the awarded vendor is authorized to subcontract and commits effort to utilize minority and/or women owned businesses as subcontractors, the name, address and telephone number of the actual subcontractor(s) with actual dollar awards to these subcontractors must be submitted to the Purchasing Department within five (5) working days after bids are opened. Once work commences, the awarded vendor (prime contractor) must submit an M/WBE subcontractor status payment report (attached) with each payment invoice before payments will be authorized for release.

filename: c:/mwbe/mwbe_899.wpd

1. GOOD FAITH EFFORT

Prior to an award, all bidders/proposers will be required to document a "Good Faith Effort" to secure minority/women-owned businesses as subcontractors/subconsultants. In the case of some construction projects, this documentation may be submitted after award of the contract, for those subcontract areas occurring later in the construction process. However, if the successful bidder does not document a "Good Faith Effort" in securing minority/women-owned businesses, a representative of the company must appear before the Dallas County Commissioners Court and explain the situation and answer any questions raised by the Court.

Fulfillment of the "good faith effort" can be accomplished by:

1. Attendance of pre-bid/pre-proposal conference, as scheduled by the County.
2. Efforts to follow-up initial solicitation of interest by contacting minority/women-owned firms to determine with certainty whether these firms are interested.
3. Efforts made to select portions of the work proposed to be performed by minority/women-owned firms in order to increase the likelihood of achieving participation (including, where appropriate, breakdown of subcontracts into economically feasible units to facilitate participation).
4. Documenting each minority/woman-owned firm contacted, the conclusion or decision regarding inclusion and reasons for the conclusions.
5. Efforts to assist the minority/women-owned firms contacted that needed assistance in obtaining bonding, lines of credit or insurance.
6. Efforts that demonstrate that the contractor effectively used the services of available community organizations, contractor's groups, local, state and federal small businesses, minority/women business assistance offices and other organizations that provide assistance and placement of minority/woman-owned businesses.

Signed: _____

Printed Name: _____

Title: _____

Date: _____

2. MBE/WBE PARTICIPATION REPORT

PROJECT NUMBERPROJECT TITLE

Total Amount of Your Bid \$ _____
 (The amount above should equal the total amount as shown on the bid sheet)

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	NCTRCA* Certification #	Phone#	S / M**	Description of Work	Amount	%
_____	_____	_____	__ __	_____	_____	__
_____	_____	_____	__ __	_____	_____	__
_____	_____	_____	__ __	_____	_____	__
_____	_____	_____	__ __	_____	_____	__

*North Central Texas Regional Certification Agency - **S = Sub (contractor/consultant) **M= Material Supplier

☐ No MBE/WBE's Added: Please Explain: _____

COMPLETE THIS PORTION OF THE FORM WITH DATA ON YOUR COMPANY.

NAME OF YOUR BUSINESS:

ADDRESS:

PHONE#

_____ () _____

Printed Name Of Preparer

Signature

Title
3 of 7

Date

Minority/Women Business Specification

[3.] **LETTERS OF ASSURANCE**

Letter Of Assurance "A"

The undersigned bidder/proposer hereby assures that our firm will meet or exceed submitted M/WBE goals and shall demonstrate and document a Good Faith Effort to comply with the Dallas County Minority and Women-Owned Business Enterprises in subcontract/subconsultant awards. The undersigned further agrees that any deviation from the initial goals will be done so only with the concurrence of Dallas County.

Name Of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're planning to use the services of a certified vendor)

Or

Letter Of Assurance "B"

The undersigned bidder/proposer hereby certifies that our firm will perform the contract:

☐ with our own work forces, and submit information sufficient to demonstrated that it is our normal business practice to do so.

or

☐ without the services of M/WBE subcontractors/subconsultants. The undersigned further submits GFE documented attempt(s).

Name Of Company

Signature

Title (Officer of firm)

Date

(Complete this section only if you're not planning to use the services of a certified vendor)

NOTE: Each proposer will be required to sign one of the above letters of assurance which should be returned with proposal.

[4.]

PRIME CONTRACTOR MBE/WBE IDENTIFICATION

Minority Business Enterprise (MBE) - The bidder/proposer represents that it:
☐ is, ☐ is not a minority-owned business, NCTRCA* # _____.

Women Business Enterprise (WBE) - The bidder/proposer represents that it:
☐ is, ☐ is not a women-owned business, NCTRCA* # _____

*NCTRCA = North Central Texas Regional Certification (must be certified, by)

DALLAS COUNTY			COMPANY NAME:				
Vendor Statistical Report (prime/subs performing >19% of initiative)			ADDRESS:				
Permanent Full-Time Employment (not part time/temp/seasonal)			TELEPHONE:				
MALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operatives (Semi Skilled)							
Laborers (Unskilled)							
SERVICE WORKERS							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
FEMALE	WHITE	BLACK	HISPANIC	NATIVE AMER.	ASIAN PACIFIC	ASIAN INDIAN	OTHER
Officials/Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craft Workers (Skilled)							
Operative (Semi Skilled)							
Laborers (Unskilled)							
Service Workers							
TOTAL							
FORMAL ON-THE-JOB TRAINEES:							
WHITE COLLAR							
PRODUCTION							
TOTAL							
CHECK ONE:	Minority-Owned Firm Certification #			Issued by NCTRCA	Signature/Date: Typed Name and Title.		
	Women-Owned Firm Certification #			Issued by NCTRCA			
	Non-Minority Owned Firm						

DESCRIPTION OF JOB CATEGORIES

Officials and Managers - Occupations requiring administrative/managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. *Includes:* officials, executives, middle managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

Professionals - Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. *Includes:* accountants/auditors, airplane pilots, navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel/labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

Technicians - Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. *Includes:* computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

Sales - Occupations engaging wholly or primarily in direct selling. *Includes:* advertising agents and sales workers, insurance agents and brokers, real estate agents and brokers, stock and bond sales workers, demonstrators, sales workers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

Office and Clerical - Includes clerical type work regardless of level of difficulty, where the activities are predominately non-manual though some manual work not directly involved with altering or transporting the products is included. *Includes:* bookkeepers, collectors (bills/accounts), messengers, office helpers, office machine operators (incl. computer), shipping- receiving clerks, stenographers, typists, secretaries, telegraph/telephone operators, legal assistants, and kindred workers.

Craft Workers (skilled) - Manual workers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. *Includes:* building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern/model makers, stationary engineers, tailors, traioresses, art occupations, hand painters, coaters, bakers, decorating occupations, and kindred workers.

Operatives (semiskilled) - Workers who operate machine or processing g equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. *Includes:* apprentices (auto mechanics, plumbers bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto service and parking), blasters, chauffeurs, delivery workers, sewers and stitches, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary fire fighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flame cutters, electrical and electronic equipment assemblers, butchers, meat cutters, inspectors, testers and graders, hand packers and packages, and kindred workers.

Laborers (unskilled) - Workers in manual occupations which generally require no special training, performs elementary duties that may be learned in a few days and requires the application of little or no independent judgement. *Includes:* garage laborers, car washers and greasers, groundskeeper and gardeners, farm workers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

Service Workers - Workers in both protective and non-protective service occupations. *Includes:* attendants (hospital and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, char-workers and cleaners, cooks counter and fountain workers, elevator operators, fire fighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detective, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, users, public transportation attendants, and kindred workers.

On-the-Job Trainees:

Production - Persons engaged in formal training for craft worker -- when no trained under apprentice programs -- operative, laborer and service occupations.

White Collar - Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

DALLAS COUNTY MBE/WBE PAYMENT REPORT

Project Number

Project Title

Invoice#

Work Order Date

Job #

Prime/General Contractor

List each MBE/WBE business that you plan to use on this initiative. **Deletion of firms must be approved by Dallas County prior to finalization.**

Name of MBE/WBE	Planned Amount	Planned %	Amount of Invoice	Amt Paid to Date	% to Date

Note:

*This form must be completed and submitted with each payment request.
Any (significant) deviation from planned should include attached explanation*

The information listed above is certified to be correct:

Reviewed by:

Printed Name of Officer/Director

Signature of Officer/Director

Date

Dallas County Project Mgr

Date

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶	<input type="checkbox"/> Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see **How to get a TIN** on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person ▶	Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see **Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities**).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

- The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
- The treaty article addressing the income.
- The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
- The type and amount of income that qualifies for the exemption from tax.
- Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a **nonresident alien or a foreign entity** not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 30% of such payments (29% after December 31, 2003; 28% after December 31, 2005). This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will **not** be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester, or
2. You do not certify your TIN when required (see the Part II instructions on page 4 for details), or
3. The IRS tells the requester that you furnished an incorrect TIN, or
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate **Instructions for the Requester of Form W-9**.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your **individual** name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, **enter the owner's name on the "Name" line.** Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Note: You are requested to check the appropriate box for your status (individual/sole proprietor, corporation, etc.).

Exempt From Backup Withholding

If you are exempt, enter your name as described above and check the appropriate box for your status, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Exempt payees. Backup withholding is **not required** on any payments made to the following payees:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2);
2. The United States or any of its agencies or instrumentalities;
3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities;
4. A foreign government or any of its political subdivisions, agencies, or instrumentalities; or
5. An international organization or any of its agencies or instrumentalities.

Other payees that **may be exempt** from backup withholding include:

6. A corporation;
7. A foreign central bank of issue;
8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States;

9. A futures commission merchant registered with the Commodity Futures Trading Commission;

10. A real estate investment trust;

11. An entity registered at all times during the tax year under the Investment Company Act of 1940;

12. A common trust fund operated by a bank under section 584(a);

13. A financial institution;

14. A middleman known in the investment community as a nominee or custodian; or

15. A trust exempt from tax under section 664 or described in section 4947.

The chart below shows types of payments that may be exempt from backup withholding. The chart applies to the exempt recipients listed above, 1 through 15.

If the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt recipients except for 9
Broker transactions	Exempt recipients 1 through 13. Also, a person registered under the Investment Advisers Act of 1940 who regularly acts as a broker
Barter exchange transactions and patronage dividends	Exempt recipients 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt recipients 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation (including gross proceeds paid to an attorney under section 6045(f), even if the attorney is a corporation) and reportable on Form 1099-MISC are **not exempt** from backup withholding: medical and health care payments, attorneys' fees; and payments for services paid by a Federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a **resident alien** and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see **How to get a TIN** below.

If you are a **sole proprietor** and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-owner LLC that is disregarded as an entity separate from its owner (see **Limited liability company (LLC)** on page 2), enter your SSN (or EIN, if you have one). If the LLC is a corporation, partnership, etc., enter the entity's EIN.

Note: See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form on-line at www.ssa.gov/online/ss5.html. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see **Exempt from backup withholding** on page 2.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ¹
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ¹
5. Sole proprietorship or single-owner LLC	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship or single-owner LLC	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate or LLC electing corporate status on Form 8832	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership or multi-member LLC	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

⁴ List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws. We may also disclose this information to other countries under a tax treaty, or to Federal and state agencies to enforce Federal nontax criminal laws and to combat terrorism.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

